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Attorney for Plaintiffs,
 Nyah Tchami William; Nana Bamen Ngnangna Eugenie;
 Kamga Justin; Motsebo;
 Mendefo Youmeni Jean Jules; Madame Mendefo Fridoline;
 Fowouo Richard;
 John 1 Doe, Jane 1 Doe: People of Jakiri Sub-Division;
 John 2 Doe, Jane 2 Doe: Inhabitants of Yaounde;
 John 3 Doe, Jane 3 Doe: Inhabitants of Ngoa-Ekelle;
 John 4 Doe, Jane 4 Doe: Inhabitants of Bamenda;
 Business Group 1: Association of Fisherman;
 Business Group 2: Association of Merchants in Electrical Goods;
 Business Group 3: Association of Construction workers;
 Business Group 4: Association of Milk Factories; and
 Business Group 5: Association of Food Market

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

NYAH TCHAMI WILLIAM; NANA	§	
BAMEN NGNANGNA EUGENIE;	§	Case No.: CV 13-02326 MRP (PLAx)
KAMGA JUSTIN; MOTSEBO;	§	
MENDEFO YOUMENI JEAN JULES;	§	
MADAME MENDEFO FRIDOLINE;	§	SECOND AMENDED COMPLAINT
FOWOUO RICHARD;	§	FOR DAMAGES
JOHN 1 DOE, JANE 1 DOE: PEOPLE	§	
OF JAKIRI SUB-DIVISION;	§	
JOHN 2 DOE, JANE 2 DOE:	§	1. CRUEL, INHUMAN, OR
INHABITANTS OF YAOUNDE;	§	DEGRADING TREATMENT
JOHN 3 DOE, JANE 3 DOE:	§	2. BREACH OF THIRD PARTY
INHABITANTS OF NGOA-EKELLE;	§	CONTRACT
JOHN 4 DOE, JANE 4 DOE:	§	3. WRONGFUL DEATH
INHABITANTS OF BAMENDA;	§	4. INTENTIONAL INFLICTION OF
	§	EMOTIONAL DISTRESS
	§	5. NEGLIGENT INFLICTION OF

1 BUSINESS GROUP 1: §
 2 ASSOCIATION OF FISHERMAN; §
 3 BUSINESS GROUP 2: §
 4 ASSOCIATION OF MERCHANTS IN §
 5 ELECTRICAL GOODS; §
 6 BUSINESS GROUP 3: §
 7 ASSOCIATION OF §
 8 CONSTRUCTION WORKERS; §
 9 BUSINESS GROUP 4: §
 10 ASSOCIATION OF MILK §
 11 FACTORIES; AND §
 12 BUSINESS GROUP 5: §
 13 ASSOCIATION OF FOOD MARKET, §
 14 Plaintiffs, §
 15 vs. §
 16 THE AES CORPORATION, a §
 17 Delaware Corporation; AES SONEL, §
 18 business entity in Cameroon; ACTIS §
 19 CAPITAL LLP, a private equity firm. §
 20 Defendants. §

EMOTIONAL DISTRESS
 6. NEGLIGENCE/NEGLIGENCE
 PER SE
 7. CIVIL CONSPIRACY
 8. LOSS OF CONSORTIUM
 9. NEGLIGENT
 MISREPRESENTATION
 10. INTENTIONAL
 MISREPRESENTATION

Filed: April 1, 2013

HEARING DATE:

Judge: Hon. Philip S. Gutierrez

DEMAND FOR JURY TRIAL

On information and belief, Plaintiffs, by their attorney, allege as follows:

INTRODUCTION

1. As an initial matter, this Second Amended Complaint should be read in conjunction with the Motion to Transfer Venue as the facts alleged here are intended to satisfy the jurisdictional, substantive, and other procedural requirements of the District Court in Arlington, Virginia, where plaintiffs seek transfer of this case.

2. This case arises as a result of series of power or electrical supply failure, short circuits, voltage fluctuation, which caused numerous death, misery, regular power outages, and substantial economic losses, due to power failures between 2001 to the present. In each, AES Corporation (“AES CORPORATION”), a Delaware corporation, is the parent company in the US, directly and/or through its wholly owned subsidiary corporation, AES Sonel, Cameroon (hereinafter “AES SONEL”) entered into a contract with the Cameroon government to supply electric power. AES Corporation is headquartered in Arlington, VA, U.S.A.

3. Without access to power or electricity service, Cameroon consumers in general, and plaintiffs in particular, are deprived of the most basic of human rights and of economic opportunities to improve their standard of living. People cannot access modern hospital services without electricity, or feel relief from sweltering heat. Food cannot be refrigerated and businesses cannot function. Further, Plaintiffs in particular rights to life, liberty and security is compromised. The lack of energy, living in darkness, creates and invites robberies and theft, leads to loss of lives, affects security. The deprivation of such basic human rights is without a doubt torture, cruel, inhuman or degrading treatment. The list of deprivation goes on.

4. The deprivation of electricity and/or power services also deprives plaintiffs of human rights to rest and leisure; human rights of a social and international order of energy and/or power supply with which they may live as human beings; the human right to a standard of living adequate for the health and

1 well-being of himself and his family. Plaintiffs are not granted these rights and
 2 services due to defendants' actions: without power or electricity, they are unable to
 3 rest, obtain services, store food, live in security, and so on and forth.

4 5. It appears sufficiently well settled, international-wide, that access to
 5 electricity affects people's right to work – it improves working conditions; right to
 6 education – lack of electricity reduces the ability of students to study after dark; right
 7 to health – it helps run medical equipment necessary for treatment; right to standard
 8 of living, it affects manufacturing, which in turn affects the economy. It is in this
 9 spiral that Cameroonians in general and plaintiffs specifically, find themselves in:
 10 deprivation of basic human rights.

11 6. Recently, AES CORPORATION signed agreements to sell its electric
 12 generation and distribution businesses in Cameroon, i.e. AES SONEL to ACTIS
 13 CAPITAL LLP (a global pan-emerging market private equity firm) (hereinafter
 14 "ACTIS"), on or about November, 2013. It appears this sale was finalized on or
 15 about February 2014. Hereinafter, Defendant, AES CORPORATION, AES
 16 SONEL, and ACTIS are collectively referred as Defendants.

17 7. In Cameroon, the AES CORPORATION is involved in the generation,
 18 transmission, distribution, and sale of electricity through AES SONEL, an integrated
 19 utility, and two Independent Power Producers (IPP).¹

20 8. AES own 56% of AES SONEL² with the remaining 44% held by the
 21 Republic of Cameroon. AES SONEL is the only electricity provider in Cameroon. It
 22 is regulated by the Agence de Régulation de Secteur d'Electricité (ARSEL). AES
 23 SONEL operates and maintains 936 MW of generation, two interconnected
 24 transmission networks and distributes electricity to more than 800,000 primarily

25 ¹ See, Page 48 of Form 10-K, AES CORPORATION filed with United States Securities And
 26 Exchange Commission; Source: [http://phx.corporate-
 27 ir.net/External.File?item=UGFyZW50SUQ9MTczNjUyYfENoaWxkSUQ9LTF8VHlwZT0z&t=1](http://phx.corporate-ir.net/External.File?item=UGFyZW50SUQ9MTczNjUyYfENoaWxkSUQ9LTF8VHlwZT0z&t=1)

28 ² Recently, AES CORPORATION has signed agreements to sell AES SONEL businesses in
 Cameroon to ACTIS

1 residential customers. AES SONEL operates under a 20-year concession agreement
2 that was signed in July 2001.³

3 9. In addition, AES CORPORATION is part owner and sole operator of
4 two IPPs; Dibamba Power Development Company ("DPDC"), with an 86 MW
5 heavy fuel oil plant, and Kribi Power Development Company ("KPDC"), with a 216
6 MW gas/light fuel oil plant, currently under commissioning. DPDC and KPDC have
7 the same ownership structure; 56% AES and 44% Republic of Cameroon. Contracts
8 at KPDC and DPDC are primarily capacity based with Government protections.
9 DPDC has a 20-year tolling agreement with AES SONEL and KPDC has a 20-year
10 PPA with AES SONEL and a 20-year gas supply agreement with the Government-
11 owned Societe Nationale des Hydrocarbures ("SNH").⁴

12 10. The power supply in Cameroon is solely generated, managed, and
13 operated by the AES SONEL and has monopoly in the business. The AES SONEL
14 is dependent on the AES CORPORATION for the management and all major
15 activities necessary for the power generation, supply and regulation of the power
16 supply in Cameroon. The business activities are solely handled by the AES SONEL
17 in Cameroon and Cameroon government or enforcing authorities in Cameroon do
18 not have control over the activities of the AES SONEL. The frequent blackouts,
19 voltage fluctuation and short circuits witnessed in several towns across the
20 Cameroon have been blamed on AES SONEL. The increasing number of deaths,
21 fire in the household, equipment and appliances malfunctioning, business losses, and
22 the damages are due to the frequent blackouts, voltage fluctuation and short circuits
23

24
25 ³ See, Page 48 of Form 10-K, AES CORPORATION filed with United States Securities And
26 Exchange Commission; Source: [http://phx.corporate-](http://phx.corporate-ir.net/External.File?item=UGFyZW50SUQ9MTczNjUyfENoaWxkSUQ9LTF8VHlwZT0z&t=1)

27 ⁴ See, Page 48 of Form 10-K, AES CORPORATION filed with United States Securities And
28 Exchange Commission; Source: [http://phx.corporate-](http://phx.corporate-ir.net/External.File?item=UGFyZW50SUQ9MTczNjUyfENoaWxkSUQ9LTF8VHlwZT0z&t=1)

1 are increasing day by day due to the sub-standards AES adopted in the Cameroon in
2 supplying and regulating power supply.

3 11. From August 2012 to March 2013, Cameroon recorded 8,337 power
4 cuts. There is no single day in Cameroon that the population goes without recording
5 a minimum of ten electricity cuts per day. The damage is enormous. Businesses
6 have suffered. The sudden return of electricity has resulted to fire outbreaks. Of late,
7 fire outbreak in some markets like Bamenda main market, Mokolo market in
8 Yaounde, Marche Congo in Douala markets etc. in Cameroon were as a result of
9 uncontrolled electricity supply. Notwithstanding, some deaths have been recorded.
10 Recently, high tension cable burnt to death a herdsman and three of his cows in
11 Nkambe. Domestic users suffer intolerable discomfort. Household electronic
12 equipment suffers the most with high voltage or when electricity comes back. The
13 sad story is that when the power flows back on, the tension on the line is often vastly
14 over the 220 Volts limit, home appliances cannot support such high tensions and
15 often go up in flames when the power cut comes to an end. The best bakery of
16 Douala was lost to fire due to a power cut in February. Thousands of home
17 appliances are destroyed on daily basis but AES SONEL doesn't compensate
18 consumers for the destruction. The population is being rendered poorer and poorer.⁵

19 12. The AES CORPORATION is a U.S. Corporation and "corporate
20 presence" in the United States is sufficient for a claim to "touch and concern" the
21 United States, when such corporation is actively and centrally involved in all the
22 decision of the AES SONEL, and share the profits from its subsidiaries including
23 AES SONEL; moreover the AES CORPORATION corporate citizenship in the
24 United States is also a factor to make it liable under the ATS. The human rights and
25

26
27 ⁵ Source <http://www.camer.be/index1.php?art=26289&rub=30:27>
28 <http://jplusplus.github.io/camcuts/>

1 international law violations committed by U.S. citizens on foreign soil ‘touch and
2 concern’ the U.S. territory with ‘sufficient force’ to displace the *Kiobel* presumption.

3 13. The AES CORPORATION is a holding company with no material
4 assets other than the stock of its subsidiaries. All of the AES CORPORATION’S
5 revenue is generated through its subsidiaries. Accordingly, almost all of The AES
6 CORPORATION’S cash flow is generated by the operating activities of its
7 subsidiaries. Therefore, the AES CORPORATION’S ability to make payments on its
8 indebtedness and to fund its other obligations is dependent not only on the ability of
9 its subsidiaries to generate cash, but also on the ability of the subsidiaries to
10 distribute cash to it in the form of dividends, fees, interest, tax sharing, loans or
11 otherwise.⁶ AES CORPORATION’S subsidiaries have operations in the United
12 States and various non-United States jurisdictions, including Cameroon. They are
13 subject to the tax laws and regulations of the United States federal, state and local
14 governments and of many non-United States jurisdictions.⁷

15 14. There is such unity of interest and ownership among the AES
16 CORPORATION and AES SONEL that the separate personalities of these entities
17 no longer exist. The conduct of AES SONEL “touch and concern” the territory of
18 the U.S. at every level.

19 15. AES SONEL does not manifest any separate corporate interests of its
20 own. All decisions of its operations, strategic contracts, billing, organization,
21 executive officers, and the like, are ordered from AES in Virginia, VA. AES
22 SONEL is a subsidiary that executes decisions reached from the parent company
23 headquartered in Arlington, VA regarding supply, distribution, and provision of
24

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26
27 ⁶ See, Page 72 of Form 10-K, AES CORPORATION filed with United States Securities And
28 Exchange Commission; Source: [http://phx.corporate-
ir.net/External.File?item=UGFyZW50SUQ9MTczNjUyfENoaWxkSUQ9LTF8VHlwZT0z&t=1](http://phx.corporate-ir.net/External.File?item=UGFyZW50SUQ9MTczNjUyfENoaWxkSUQ9LTF8VHlwZT0z&t=1)

1 electrical services to plaintiffs, including decisions on investments, maintenance, and
 2 funding for necessary improvements in electrical grids, dams, to ensure reasonable
 3 supply of electrical power to plaintiffs. AES Corporation from Arlington, VA does
 4 not just supervise the activities of AES SONEL but controls its operations and exerts
 5 its influence in all major decisions that caused the plaintiffs' causes of actions. AES
 6 Corporation from Arlington, VA, tells AES SONEL when, if at all, to engage in
 7 upgrading of power grids, dams, needed to provide consistent electrical power.

8 16. Andrés Gluski and Thomas M. O'Flynn⁸ certifies in Form 10-K that he
 9 and other certifying officer are responsible for establishing and maintaining
 10 disclosure controls and procedures and internal control over financial reporting for
 11 the AES CORPORATION and have designed such disclosure controls and
 12 procedures, or caused such disclosure controls and procedures to be designed under
 13 their supervision, to ensure that material information relating to the AES
 14 CORPORATION, including its consolidated subsidiaries, is made known to them by
 15 others within those entities, particularly during the period in which this report (Form
 16 10-K) is being prepared.⁹

17 17. The "conduct" of AES SONEL justifying each cause of action named in
 18 this Second Amended Complaint "occurred" in the USA; that is, AES SONEL in
 19 Cameroon is simply, at virtually every level, executing instructions and directives
 20 and strategy emanating from USA based directors. The corporate decision-making
 21

22 ⁷ Page 92 of Form 10-K, AES CORPORATION filed with United States Securities And Exchange
 Commission; *Source*: [http://phx.corporate-](http://phx.corporate-ir.net/External.File?item=UGFyZW50SUQ9MTczNjUyYfENoaWxkSUQ9LTF8VHlwZT0z&t=1)

23 [ir.net/External.File?item=UGFyZW50SUQ9MTczNjUyYfENoaWxkSUQ9LTF8VHlwZT0z&t=1](http://phx.corporate-ir.net/External.File?item=UGFyZW50SUQ9MTczNjUyYfENoaWxkSUQ9LTF8VHlwZT0z&t=1)
 24 ⁸ Andrés Gluski, President and Chief Executive Officer of The AES CORPORATION and Thomas
 25 M. O'Flynn, Executive Vice President and Chief Financial Officer of The AES CORPORATION,
 26 certified the Form 10-K of the AES CORPORATION, filed on February 26, 2013, with the United
 States Securities and Exchange Board, for the year ended December 31, 2012, wherein they
 27 certified that the information contained in the Form 10-K relates to the financial condition and
 results of operations, cash flow of the AES CORPORATION.

28 ⁹ *Source*: [http://phx.corporate-](http://phx.corporate-ir.net/External.File?item=UGFyZW50SUQ9MTczNjUyYfENoaWxkSUQ9LTF8VHlwZT0z&t=1)
[ir.net/External.File?item=UGFyZW50SUQ9MTczNjUyYfENoaWxkSUQ9LTF8VHlwZT0z&t=1](http://phx.corporate-ir.net/External.File?item=UGFyZW50SUQ9MTczNjUyYfENoaWxkSUQ9LTF8VHlwZT0z&t=1)

1 for the most part occurs at AES CORPORATION in the USA. All key decisions
 2 regarding AES SONEL are made in the USA, all major contracts are drafted in the
 3 USA, corporate strategy regarding AES SONEL (Cameroon), are made in the USA,
 4 all bills regarding AES SONEL are created in the USA. AES CORPORATION has
 5 the right to control nearly every aspect of AES SONEL'S business and management.

6 18. AES CORPORATION and their utility businesses are supposed to meet
 7 certain reliability standards, such as duration and frequency of outages. The
 8 standards are implicit and the utility must operate to meet customer expectations.¹⁰
 9 This action is not a merely complaint for power supply failure, but serious
 10 consequences resulted because of series of power supply failure, short circuits,
 11 voltage fluctuation which caused numerous death, misery, regular power outages,
 12 substantial economic losses, due to power failures between 2001 to the present. The
 13 incessant outages have been blamed for the death of four children from one family in
 14 Douala (Cameroon). The siblings who died in fire were Njike Laurel Naya, 10 years
 15 old, Flore Nya Mbakop, 9 years old, Kandisse Nya Nyamsi, 7 years old, Auriol Nya,
 16 2 years old and many more in Yaounde. Defendants are directly and/or indirectly
 17 involved and are liable for various Human rights violations.

18 19. Plaintiffs, NYAH TCHAMI WILLIAM; NANA BAMEN
 19 NGNANGNA EUGENIE; KAMGA JUSTIN; MOTSEBO; MENDEFO YOUNENI
 20 JEAN JULES; MADAME MENDEFO FRIDOLINE; FOWOUO RICHARD; JOHN
 21 1 DOE, JANE 1 DOE; PEOPLE OF JAKIRI SUB-DIVISION; JOHN 2 DOE, JANE

22 _____
 23 ¹⁰ See, Page 7, Form 10-K, AES CORPORATION filed with United States Securities And
 24 Exchange Commission;

25 Our utility businesses must meet certain reliability standards, such as duration and frequency of
 26 outages. Those standards may be specific with incentives or penalties for performance against
 these standards. In other cases, the standards are implicit and the utility must operate to meet
 customer expectations.

27 Source:

28 [http://phx.corporate-
 ir.net/External.File?item=UGFyZW50SUQ9MTczNjUyfENoaWxkSUQ9LTF8VHlwZT0z&t=1](http://phx.corporate-ir.net/External.File?item=UGFyZW50SUQ9MTczNjUyfENoaWxkSUQ9LTF8VHlwZT0z&t=1)

1 2 DOE: INHABITANTS OF YAOUNDE; JOHN 3 DOE, JANE 3 DOE:
2 INHABITANTS OF NGOA-EKELLE; JOHN 4 DOE, JANE 4 DOE:
3 INHABITANTS OF BAMENDA; BUSINESS GROUP 1: ASSOCIATION OF
4 FISHERMAN; BUSINESS GROUP 2: ASSOCIATION OF MERCHANTS IN
5 ELECTRICAL GOODS; BUSINESS GROUP 3: ASSOCIATION OF
6 CONSTRUCTION WORKERS; BUSINESS GROUP 4: ASSOCIATION OF MILK
7 FACTORIES; AND BUSINESS GROUP 5: ASSOCIATION OF FOOD MARKET
8 (“hereinafter, Plaintiffs”), bring this action on behalf of themselves and all other
9 similarly situated persons against Defendants, as well as any other existing but as yet
10 unnamed Defendants that are culpable for the wrongful acts alleged herein.

11 20. The Plaintiffs here claim that Defendants violated settled standards for
12 the protection of human rights recognized by United States legal precedent. The
13 Plaintiffs seek compensation, equitable and other relief under the federal Alien Tort
14 Claims Act (28 U.S.C. § 1350, et. seq.) (Hereinafter “Alien Tort Statute” or ATS),
15 various federal statutes, International laws, and Cameroon law.

16 21. The Plaintiff filed this suit under the provisions of the Alien Tort
17 Statute. Acts and/or omissions committed by the Defendants are in violation of the
18 law of nations, law of United States and/or Law of Cameroon. This statute allows
19 U.S. courts to hear human-rights cases brought by foreign citizens for conduct
20 committed outside the United States.

21 22. The Plaintiffs bring the this action under the ATS in the United States
22 as the ATS and its accompanying case law and precedent provides comprehensive
23 redress for the Plaintiffs.

24 23. In addition, Plaintiffs causes of actions are asserted under Virginia
25 common law. Plaintiffs have moved to transfer this case to the United States District
26 Court, in Arlington, VA, and thus all causes of actions alleged are under Virginia
27 common law.

BACKGROUND

24. Plaintiffs are individuals and business groups who reside in the different regions of Cameroon.

25. AES CORPORATION provides services in energy sector to 21 countries, including Cameroon, through their distribution business as well as thermal and renewable generation facilities.

26. AES CORPORATION entered into a contract with the Cameroon government about 12 years ago, in 2001, for the privatization of electricity in Cameroon. The parties to this contract, AES CORPORATION and the Cameroon government intended to benefit consumers of electrical power in Cameroon in general, of which plaintiffs form the group. AES CORPORATION and the government of Cameroon know who it is the populations that are third party beneficiaries of their contract as it calls for the provision, supply, distribution of such electrical power to persons and businesses operating in Cameroon. Plaintiffs do not have a copy of this convention or contract between the AES CORPORATION and the Cameroon government as its attempts to obtain any and all such documentation have been met with stiff resistance and non-responses. However, neither party can in good faith deny the existence of such a contract. In fact, even by conduct, the contract exists as AES CORPORATION was engaged for over a decade with the provision, supply, and distribution of electrical power in Cameroon.

27. AES CORPORATION is doing business in Cameroon as AES SONEL having its plants at Bafoussam, Bassa, Djamboutou, Edéa, Lagdo, Limbé, Logbaba I, Logbaba II, Oyomabang I, Oyomabang II and Song Loulou, and other small remote network units.

1 on behalf of their deceased children Njike Laurel Nya, aged 10 years, Flore Nya
2 Mbakop, aged 9 years, Kandisse Nya Nyamsi, aged 7 years, and Auriol Nya, aged 2
3 years.

4 37. Plaintiffs, Mendefo Youmeni Jean Jules, father, and Madame Mendefo
5 Fridoline, mother, are the resident and citizen of Cameroon, have lost three children,
6 Mendefo Makombou Emelda (6 years old), Douanla Mendefo Franck (3 years old),
7 and Nelsa Mendefo (10 months old). They lost the children when an electrical
8 failure caused by defendants caused their house to burn down. They bring this
9 action on behalf of their deceased children.

10 38. Plaintiffs, Kanga Justin and Motsebo, are the resident and citizen of
11 Cameroon, whose house located at Yaounde, has been damaged by ravaging flames
12 caused because of unreliable power supply.

13 39. Plaintiff, Fowouo Richard, the resident and citizen of Cameroon, is the
14 carpenter workshop owner at ATP Kondengui Yaoundé, who loss business and
15 suffer damages due to voltage fluctuation, frequent power cuts and heavy bills.

16 40. John 1 Doe, Jane 1 Doe, the Collective People of Jakiri Sub-Division,
17 have lost machinery, electrical equipment, appliances, etc. due to power outages,
18 voltage fluctuation, and short circuits.

19 41. John 2 Doe, Jane 2 Doe, Inhabitants of Yaounde, where Defendants'
20 services are deplorable, ranging from profit maximization through shocking bills to
21 irregular electricity supply.

22 42. John 3 Doe, Jane 3 Doe, Inhabitants of Ngoa-Ekelle, where AES-
23 SONEL and/or ACTIS' agents do not bring the bills (often inflated) in time and
24 when the payment period elapses, the consumer has to pay penalties. They pay
25 meter rents to AES SONEL and/or ACTIS, but no maintenance is ever carried out
26 by AES SONEL and/or ACTIS on the meters and the most annoying thing is when a
27

1 transformer goes kaput, and there is no maintenance for weeks and they have to live
2 in towns without electricity.

3 43. John 4 Doe, Jane 4 Doe, Inhabitants of Bamenda, hold AES SONEL
4 and/or ACTIS responsible for the losses they incur in their businesses whenever
5 there is a blackout. Local industries like milk processing plants, soap factories, cold
6 stores and repairers of electrical appliances have lost their business and sometimes
7 these power cuts last for as long as 48 hours.

8 44. Plaintiff, Business Group 1: Association of Fisherman - their fishes dies
9 due to lack of power. Machinery, refrigerators and cooler are installed at the storage
10 facility of fishermen associations for preserving the highly perishable sea food, but
11 due to the frequent power failure the refrigeration and cooling is not working
12 properly and most of the time thousands of sea food, fish, salmon parish due to lack
13 of refrigeration.

14 45. Plaintiff, Business Group 2: Association of Merchants in Electrical
15 Goods - suffers economic loses as the electric and electronic appliances suffer
16 damage because of the unreliable electric power supply such as, high voltage
17 fluctuation and short circuits.

18 46. Plaintiff, Business Group 3: Association of Construction workers –
19 Association of Construction Workers, faces challenges as power outages caused
20 construction machinery to a standstill and delayed the completion of projects. Non-
21 completion of projects on time resulted in economic losses to Association of
22 Construction Workers.

23 47. Plaintiff, Business Group 4: Association of Milk Factories has badly
24 affected because of the frequent and long power cuts, as they deal in a perishable
25 product - milk - and in case of a blackout, the milk goes bad, causing them
26 economical losses.

1 AES CORPORATION, from its headquarters in Arlington, VA, operates and
2 controls its subsidiary AES SONEL, at virtually every level; AES SONEL simply
3 executes instructions and directives and strategy emanating from AES Arlington,
4 VA based directors. The corporate decision-making occurs at AES CORPORATION
5 in Arlington, VA. All key decisions regarding AES SONEL are made in Arlington,
6 VA, all major contracts are drafted in Arlington, VA, corporate strategies regarding
7 AES SONEL (Cameroon) are made in Arlington, VA, and all bills regarding AES
8 SONEL are created in Arlington, VA. AES CORPORATION from its headquarters
9 in Arlington, VA has the right to control nearly every aspect of AES SONEL'S
10 business and management, and does so.

11 55. Further, the decisions to not invest adequate amounts of capital in
12 Cameroon's electrical power grids which results in sporadic, random, occasional
13 power outages and deadly voltage outages and fluctuations are taken from AES
14 CORPORATION headquarters in Arlington, VA. The cruel, inhuman, and
15 degrading treatment of plaintiffs, putting in fatal electrical harm's way their persons
16 and property, is as a result of decisions emanating from AES CORPORATION in
17 Arlington, VA.

18 56. The actions and inactions of AES CORPORATION in Arlington VA
19 with regards to the provision of adequate and reliable electrical power, consistent
20 with their agreement with the Cameroon government, is a breach of third party
21 contract. This breach of third party contract occurred in Arlington, VA, where the
22 decision is made to under-invest in Cameroon's power grids, sanction electrical
23 power supply unreasonable rationing, power supply cuts, under-funding power grids,
24 and acting with utter disregard for the good of the beneficiaries of its contract with
25 the Cameroon government – its people in general, and in particular, the Plaintiffs.

26 57. The aforementioned acts and omissions of AES CORPORATION in
27 Arlington, VA towards Plaintiffs, equally its Virginia-related activities, to wit, and
28

1 including without limitation: ordering and sanctioning disruption of electrical
2 supply; ordering and sanctioning rationing of electrical power; random, sporadic,
3 and consistent power outages; neglect of power grids; under-funding of electrical
4 operations in Cameroon; under-funding and lack of adequate maintenance of
5 electrical power grids; over-billing of customers; causing through action or inaction
6 fatal voltage fluctuations in electrical supply to Plaintiffs; failure to follow standard
7 international safety regulations for supply of electrical power in Cameroon; failure
8 to properly generate electricity for Plaintiffs; failure to properly transmit electrical
9 power to plaintiffs; failure in the distribution of electricity to Plaintiffs; inaccurate
10 billings; lack of provision of new electrical service where demanded by Plaintiffs;
11 and so on and forth, all proximately caused, in conjunction, partially conjunction, or
12 alone, the Plaintiff's (as to the individual plaintiff families of Mendoufe and
13 Nychami) wrongful death. As to all Plaintiffs', intentional infliction of emotional
14 distress, negligent infliction of emotional distress, the afore-mentioned cruel,
15 inhuman, or degrading treatment in violation of the ATS, loss of consortium as to
16 the plaintiff families Mendoufe and Nychami, unfair, unlawful, and fraudulent
17 business practices.

18 58. AES CORPORATION, with headquarters in Arlington, VA, is a global
19 power company that has about \$18 billion (USD) in annual revenues, a global
20 workforce of approximately 25,000 people, and operates in 21 countries across five
21 continents. AES is a Fortune 500 company as published by Fortune Magazine that
22 ranks the top 500 U.S. closely held and public corporations as ranked by their gross
23 revenue after adjustments made by Fortune to exclude the impact of excise taxes.
24 AES CORPORATION set-up its headquarters in Arlington, VA, and receives the
25 benefits and protections of all laws there. It has an abundance of financial,
26 personnel, and other administrative resources and evidence located in Arlington,
27 VA, including easy access to witnesses. In light of the foregoing, the exercise of
28

1 jurisdiction at the district courts in Arlington, Texas is reasonable and comports with
2 fair play and substantial justice.

3 59. Sonel was privatized in 2001 and the investment by AES
4 CORPORATION (American Corporation) was touted as the needed incentive to
5 improve power generation, which proved as fallacious. The resulting company was
6 called AES SONEL.

7 60. As noted in the introduction, and reaffirmed here as a statement of fact,
8 from August 2012 to March 2013, Cameroon recorded 8,337 power cuts. There is no
9 single day in Cameroon that the population goes without recording a minimum of
10 ten electricity cuts per day. The damage is enormous. Businesses have suffered.
11 The sudden return of electricity has resulted to fire outbreaks. Of late, fire outbreak
12 in some markets like Bamenda main market, Mokolo market in Yaounde, Marche
13 Congo in Douala markets etc. in Cameroon were as a result of uncontrolled
14 electricity supply. Notwithstanding, some deaths have been recorded. Recently,
15 high tension cable burnt to death a herdsman and three of his cows in Nkambe.
16 Domestic users suffer intolerable discomfort. Household electronic equipment
17 suffers the most with high voltage or when electricity comes back. The sad story is
18 that when the power flows back on, the tension on the line is often vastly over the
19 220 Volts limit, home appliances cannot support such high tensions and often go up
20 in flames when the power cut comes to an end. The best bakery of Douala was lost
21 to fire due to a power cut in February. Thousands of home appliances are destroyed
22 on daily basis but AES SONEL doesn't compensate consumers for the destruction. It
23 is precisely against this backdrop that plaintiffs, who are individuals who lost
24 children, family, as well as businesses who lost entire savings and inventory, bring
25 this lawsuit.

26 61. Further, consumers in Cameroon in general, and Plaintiffs in particular,
27 are taken for granted given that no one is informed as to when electricity will return
28

1 or when it will be cut. When AES SONEL officials announced the construction of
2 thermal plants in the country, those who rely on energy for their daily activities
3 jumped. The pathetic thing is that the Bamenda Thermal Plant worth hundreds of
4 millions of FCFA has never functioned. The Kribi Gas Plant which was expected to
5 go operation four months ago is casting doubts in the minds of consumers. This
6 plant is estimated at about FCFA 200 billion FCFA. Time after time after time, the
7 basic human right, a fundamental right, to power or electricity is violated with an
8 apparent divine impunity not seen since the age of Divine Right of Kings in
9 medieval Europe, where despotic Monarchs were not questioned, and their actions
10 were deemed God's Will on earth. Just as in those days of absolute monarchy,
11 neither Plaintiffs nor consumers have any redress against Defendants' actions and
12 inactions, torture and neglect, humiliation and total lack of treatment or
13 considerations as human beings, let alone consumers; against the incessant and
14 continuous violations of their basic human rights to power. And all this while,
15 consumers are billed to the tilt for non-existent services, or at best, fatally – in the
16 literal sense - flawed services.

17 62. The frequent blackouts witnessed in several towns across the Cameroon
18 have been blamed on AES SONEL and/or ACTIS, and the people of Cameroon are
19 also angry at the huge bills they pay for epileptic supplies. Plaintiff, Fowouo
20 Richard, carpenter workshop owner at ATP kondengui Yaoundé, who loss business
21 and suffer damages due to voltage fluctuation, frequent power cuts and heavy bills.

22 63. People in small towns are badly affected due to the power failure, as
23 their complaints remains unattended for long times, and they have to live in dark and
24 doing all work manually. Moreover, short circuit and high voltage fluctuation most
25 of the time become the reason for fire and endangered life and property of the
26 Cameroonian. Defendants are not giving due consideration to the public health,
27 safety, and welfare of the Plaintiffs.

1 64. In a very recent incidence, incessant power outages have been blamed
 2 for the death of four children from one family in Douala (Cameroon). The siblings
 3 who died in the fire caused by power and volt outages are; Njike Laurel Nya, 10
 4 years old, Flore Nya Mbakop, 9 years old, Kandisse Nya Nyamsi, 7 years old, and
 5 Auriol Nya, 2 years old.¹¹

6 65. On or about February 24, 2013, three kids of a family in Yaoundé,
 7 Mendefo Makombou Emelda (6 years), Douanla Mendefo Franck (3 years), and
 8 Nelsa Mendefo (10 months) were killed in a fire, caused due to unreliable power
 9 supply, power and volt outages, by AES SONEL and/or ACTIS. The pictures of the
 10 bodies of kids and fire burnt house are fully incorporated herein and attached hereto
 11 as **Exhibit "A"**.

12 66. There are many other similar incidents of fire caused due to short
 13 circuit/power failure or voltage fluctuations.¹²

14 67. Outages are just part of the story. When the power flows back on, the
 15 tension on the line is often vastly over the 220 Volts limit. Home appliances cannot
 16 support such high tensions and often go up in flames when the power cut comes to
 17 an end. The best bakery of Douala was lost to fire due to a power cut in February.
 18 Plaintiffs have all suffered due to these, including paying with the loss of their 9
 19 children, and that's only counting those currently represented in this complaint.

20 68. The Collective People of Jakiri Sub-Division have lost machinery,
 21 electrical equipment, appliances, etc. due to power outages, voltage fluctuation, and
 22

23
 24 ¹¹ <http://thecameroonnews.com/index.php?itemid=936>

25 ¹² The last incident (publicized) is that of a child who died in similar circumstances in Adamawa.
 26 Other types of fires also affected souls. Friday, February 22 current, the general direction of the
 27 equally famous hardware Quifeuou Akwa Douala is on fire. Exit Quifeuou, it was the turn of
 28 perfumery Gandour Bonabéri to suffer the violence of the flames March 2, 2013. Then the bakery
 "Chococho" and the snack bar "The Turk" Bonapriso to be in Douala reduced to ashes. This early
 hours of the day Monday, March 4, 2013. The same day, next Ngaoundéré a deposit which
 contained twenty gas cylinders exploded, taking with him twenty shops nearby. Last but not least,

1 short circuits. The people of Jakiri sub-division are suffering badly after the
 2 privatization of electricity (AES SONEL) in Cameroon. Frequent power failures,
 3 high voltage fluctuation, and electricity outage in the region is the cause of many
 4 troubles, such as damage of electrical, electronic appliance and machinery, doing
 5 most of the work manually without using machinery due to electricity outage.
 6 Without electricity, all work took longer time than normal, use of machineries,
 7 electronic and electrical appliances are luxury in Cameroon and are very
 8 unaffordable to the majority. In small towns, the complaints of the electricity
 9 remain unattended for long times, which caused long and complete blackouts.

10 69. Inhabitants of Yaounde, where AES SONEL and/or ACTIS' services
 11 are deplorable, ranging from profit maximization through shocking bills to irregular
 12 electricity supply.

13 70. Inhabitants of Ngoa-Ekelle, where AES SONEL and/or ACTIS' agents
 14 do not bring the bills (often inflated) in time and when the payment period elapses,
 15 the consumer has to pay penalties. They pay meter rents to AES SONEL and/or
 16 ACTIS, but no maintenance is ever carried out by AES SONEL and/or ACTIS on
 17 the meters and the most annoying thing is when a transformer goes kaput, and no
 18 maintenance is done for weeks and they have to live in towns without electricity.

19 71. Inhabitants of Bamenda, hold AES SONEL and/or ACTIS responsible
 20 for the losses they incur in their businesses whenever there is a blackout. Local
 21 industries like milk processing plants, soap factories, cold stores and repairers of
 22 electrical appliances have lost their business and sometimes these power cuts last for
 23 as long as 48 hours.

24 72. People in Cameroon have no other option but to live in the environment
 25 where danger arising out of the unreliable electricity always surrounds them. This
 26

27 the supermarket fire "Arno" in Yaoundé. Certainly the list is not exhaustive. The rating is more
 28 than salt. (Source: <http://www.cameroonvoice.com/news/news.rcv?id=10103>)

1 effect seriously injuring all Plaintiffs including grossly humiliating and debasing
2 them, forcing them to live in an environment against their will and conscience,
3 inciting fear and anguish, and/or breaking Plaintiffs' physical and moral resistance.

4 73. AES CORPORATION is into business of power generation and power
5 supply in 21 countries, but the standards and policies adopted by AES
6 CORPORATION are different for developing and developed countries. If AES
7 CORPORATION follow the same standards in U.S. as it has been following in
8 Cameroon, it would face heavy penalties for its acts, but as Cameroon is young
9 country and its judicial system has not yet been so developed and AES SONEL has
10 supremacy and monopoly in the power sector, so taking the advantages of all these
11 factors AES CORPORATION through its subsidiary AES SONEL, is taking
12 benefits and earning more and more profits without considering the consequences of
13 sub-standard services they are providing in the Cameroon. AES CORPORATION is
14 not applying the international norms of power supply in Cameroon and as such the
15 claims of the Plaintiffs are cognizable under the ATS. It is this very violation by
16 defendants of international norms of power supply, vis-a-vis plaintiffs, that is the
17 root of this action.

18 74. Defendants are curtailing the right to work and livelihood of people
19 living in undeveloped or developing countries like Cameroon. Further, unreliable,
20 insufficient, uncontrolled power supply, and short circuits were/are the main reasons
21 for fire breakouts in houses and business groups/units in Cameroon, causing deaths
22 and economic losses to the people and/or to the business community in Cameroon,
23 including Plaintiffs. Defendants are infringing Human Rights by deliberately
24 providing sub-standard power supply in Cameroon, causing numerous deaths and
25 economic losses. The act and/or omissions of AES SONEL are *sufficient to*
26 *constitute a violation of an appropriate international law norm.* National
27
28

Commission on Human Rights and Freedoms (NCHRF)¹³ has identified impacts of business on human rights in Cameroon from the activities of para-statal companies like, AES SONEL.¹⁴ The Plaintiffs in this action have suffered immensely from these violations of international law norms, including losing 9 infants and children, bodies charred from fire (*see* Exhibit A), and businesses losing tens of millions of dollars (USD) due to Defendants' actions. There can be no more heinous action that allowing a state of affairs where plaintiffs, and Cameroon consumers, are living in constant violation of their human rights, deprivation of access to electrical power, and when such power returns, are faced with consistent fears of appliances burning, houses on fire, and death; or seeing loved ones suffer in pain in hospitals due to unreliable power supply even in major cities, in violation of defendants convention with the Cameroon government. A corporation that does act, like defendants herein, is and should be declared an enemy to all mankind.

75. Defendants engage in the provision, supply, and distribution of defective, unreliable, fatal, inconsistent electrical power. Their conduct violates all internationally known safe conducts with regards to the provision of power. It is now generally accepted that energy or electrical energy or power is essential to basic human rights. Provision of reasonable electrical services in supply, distribution, and provision equates to an adherence to norms that are international know as safe, and are specific, universal, and obligatory. Defendants fail in every respect to provide to

¹³ NCHRF was established in 1990 with a legislative mandate since 2004. It is currently accredited to A-status by the ICC. It has 6 offices and a complement of approximately 140 commissioners and personnel in total. NCHRF reports involvement in the human rights and business area since 2004. The President of NCHRF took part in the ICC's Edinburgh Biennial Conference on Business and Human Rights in 2010. Subsequently, NCHRF volunteered to host NANHRI's Regional Workshop on Business and Human Rights which was held in Yaoundé in October 2011. NCHRF has established a human rights and business Focal Point.

¹⁴ Source: <http://www.nanhri.org/phocadownload/mapping%20survey%20on%20bhr%20-%20role%20of%20nhris%20-%20final%20version.pdf>

1 plaintiffs reasonable electrical services which do not violate international norms; this
2 duty by defendants is a violation of human rights.

3 76. Defendants' actions, including but not limited to, unsafe, even fatal,
4 provision, distribution, and supply of electrical power is degrading, inhuman, and
5 cruel. These actions have proximately caused Plaintiffs' infants and children to be
6 burnt due to fatal supply of electrical power combined with fluctuating voltages, and
7 Plaintiffs' businesses to lose entire inventories due to same cause and action of
8 Defendants.

9 77. Defendants' actions, including but not limited to, unsafe, even fatal,
10 provision, distribution, and supply of electrical power, and taking and making those
11 decisions from Arlington, VA, which propagates this state, resulted in loss of
12 children, loss of entire business inventory, loss of GDP of billions of USD. It has
13 inflicted mental and physical suffering of plaintiffs, as the parents of the 9 children
14 burnt in the fire (families of Mendoufe and William) spent weeks weeping, in
15 depression, unable to work, suicidal thoughts, and feelings of utter debasement.
16 Even where the losses are only economic, as for the plaintiffs who are business
17 groups, they suffered mentally, felt debased as they watched entire life savings
18 evaporated in flames due to defendants unsafe and inconsistent supply of electrical
19 power. Defendants' supply of power is not just, but rather better described as
20 consistently inconsistent, fatal, and consistently unreliable and dangerous.

21 78. Business Group 1: Association of Fisherman also suffering economic
22 damages because of electric power outage. The frequent power failures cause their
23 fish and other products to rot. The machinery, refrigerators and cooler are installed
24 at the storage facility of fishermen associations for preserving the highly perishable
25 seafood, but due to the frequent power failure the refrigeration and cooling is not
26 working properly and most of the time thousands of sea food, fish, salmon parish
27 due to lack of refrigeration.

79. Business Group 2: Association of Merchants in Electrical Goods suffers economic losses as the electric and electronic appliances got damaged because of the unreliable electric power supply, high voltage fluctuation and short circuits. They experience power failure almost every day, and when electricity surges back with high voltage, their machines go kaput.

80. Business Group 3: Association of Construction Workers faces challenges as power outages caused construction machinery to a standstill and delayed the completion of projects. Non- completion of projects on time resulted in economic losses to Association of Construction Workers.

81. Business Group 4: Association of Milk Factories has badly hit because of the frequent and long power cuts, as they deal in a perishable product - milk - and in case of a blackout, the milk goes bad, causing them economical losses.

82. Business Group 5: Association of Food Market has badly hit by arrogant cuts in electricity supply by AES-SONEL and/or ACTIS without prior notification to consumers. These frequent cuts and sudden restoration of electricity without adequate notification for people to watch their electrical appliances have brought untold hardship to those in the fresh fish business.

GENERAL ALLEGATIONS

83. At all times relevant herein, Defendants knew or should have known that the power supply to Cameroon is/was not reliable and suffer consistent power outages.

84. AES, with headquarters in Arlington, VA, is a global power company that has about \$18 billion (USD) in annual revenues, a global workforce of approximately 25,000 people, and operates in 21 countries across five continents. AES is a Fortune 500 company as published by Fortune Magazine that ranks the top 500 U.S. closely held and public corporations as ranked by their gross revenue after

1 adjustments made by Fortune to exclude the impact of excise taxes. AES set-up its
2 headquarters in Arlington, VA, and receives the benefits and protections of all laws
3 there. AES business operations in Arlington, VA are accordingly continuous and
4 systematic.

5 85. There is a unity of interest among all defendants. AES Sonel is majority
6 owned by AES Corporation. AES, from its headquarters in Arlington, VA, operates
7 and controls its subsidiary AES Sonel, at virtually every level; AES Sonel simply
8 executes instructions and directives and strategy emanating from AES Arlington,
9 VA based directors. The corporate decision-making occurs at AES CORPORATION
10 in Arlington, VA. All key decisions regarding AES SONEL are made in Arlington,
11 VA, all major contracts are drafted in Arlington, VA, corporate strategies regarding
12 AES SONEL (Cameroon) are made in Arlington, VA, and all bills regarding AES
13 SONEL are created in Arlington, VA. AES CORPORATION from its headquarters
14 in Arlington, VA has the right to control nearly every aspect of AES SONEL'S
15 business and management, and does so. Further, the lack of capital investment in
16 electrical grid or power infrastructure is reached in Arlington, VA, and that's a key
17 element which results in all causes of actions: the failure to supply even a modicum
18 of reliable, or consistent, or adequate, or non fatal electricity; or a modicum of
19 voltage reliability and consistency, in non-destructive and non-fatal doses. AES
20 CORPORATION does not adequately funds or capitalize invest in AES SONEL. It
21 would be unjust to separate the entities. Meantime, AES CORPORATION from its
22 headquarters in Arlington, VA, reaps all the financial benefits of billing plaintiffs for
23 services not rendered, or rendered to fatal results, or business evisceration results for
24 Plaintiffs.

25 86. Similarly, there is a unity of interest between Defendants AES
26 CORPORATION and ACTIS. The latter is the successor entity in interest of the
27 former.

1 87. At all times relevant hereto, Defendants knew and should have known
2 that there is high voltage fluctuation and could cause of short circuit resulting in fire
3 and destruction of property and could endanger human lives.

4 88. Defendants precise actions noted throughout this complaint, and herein
5 incorporated as though fully set forth herein, are the direct and proximate causes of
6 plaintiffs injuries: Defendants action and inactions, from their headquarters in
7 Virginia, VA, including failure to supply electrical power, provision of inadequate
8 electrical power, failure to maintain electrical power grids, upgrade electrical power
9 grids, power outages, fatal power voltage fluctuations, inadequate investment in
10 power grids and infrastructure, faulty and inaccurate billings, violation of human
11 rights of plaintiffs, and much more, as previously set in, are all actions taken in
12 Arlington, VA, that led to plaintiffs causes of actions, including – cruel, inhuman or
13 degrading treatment (by denying plaintiffs access to electricity or power, a basic
14 human right, and by extension of this, denying plaintiffs access to other basic human
15 rights which are a by-product of having electrical power access); breach of third
16 party contract (defendants have failed to provide electrical power services to
17 plaintiffs consistent with their representations and promises in the convention with
18 the Cameroon government, of which plaintiff's in particular, and Cameroon
19 consumers in general, are the third party beneficiaries); wrongful death (power
20 outages and voltage fluctuations at the homes of plaintiff families Mendoufe and
21 William caused fires to start, causing horrific death by fire to 9 children in both
22 homes, as well as the homes being burnt to the ground); same actions all noted
23 above have caused emotional distress to all plaintiffs; said actions are at best
24 intentional, at worst, negligent, and defendants should be held responsible for failing
25 to maintain reasonable standards of supply of electrical power; the loss of children
26 resulted in loss of consortium for the families. Taken all together, Defendants'

1 actions and inactions are directly related and the proximate causes of each and every
2 cause of action alleged herein.

3 89. As a direct and proximate result of Defendants' conduct as alleged
4 herein, Plaintiffs have suffered and will continue to suffer harm, including pain and
5 suffering, and extreme and severe mental anguish and emotional distress as well as
6 harm to their business activities.

7 90. Plaintiffs further allege that they seek to hold defendants, and AES
8 Corporation and ACTIS in particular, liable in this court for their losses because of
9 the unity of ownership and interest detailed above between all defendants, their
10 actions violate the law of nations as it infringes substantially upon the basic human
11 rights of plaintiffs such as access to power and access to a normal daily life, to food,
12 water, and the like; further defendants actions which caused this harm originated
13 from their headquarters in Arlington, VA where the decisions on how to operate
14 AES SONEL, how to invest (or not invest adequately in this case which results in
15 horrific supply, provision, and distribution of power) in AES SONEL, were arrived
16 at in Arlington, VA. In addition, defendants AES Corporation and ACTIS are
17 reaping the benefits of their actions and policies that results in death of infants and
18 children, and losses of hundreds of millions of dollars by Plaintiffs. It is only fair
19 and just that they answer to their actions in this court, in Arlington, VA. They
20 should not take away money from Cameroon consumers and seek to shield
21 themselves in Arlington, VA. As noted above, the key conduct occurred in the
22 United States, at the AES Corporation headquarters in Arlington, VA.

23 91. This action, with all the key misconducts occurring at defendants
24 headquarters in Arlington, VA, touches and concerns the territory of the United
25 States. The United States is well known as a nation of laws, of justice, of checks and
26 balances between its three branches of government. The United States is a well
27 recognized signatory to virtually all international treaties and conventions that

1 protect human rights, protects rights of homosexuals, of refugees, of people of
2 different races, religion, language, or other social group from prosecution. Because
3 there is a paramount sense of justice embedded at every level of the U.S. justice
4 system - its legislative branch, its executive branch, and even its populace, - the
5 defendants fatal supply, provision, and distribution of electrical power and
6 fluctuating voltages that causes deaths of infants, children, adults, fire blaze of
7 properties, hundreds of millions of dollars in economic losses, all proximately
8 caused by actions occurring in the U.S., by a U.S. corporation, that is reaping
9 benefits from the impoverished and humiliated plaintiffs, and said actions a violation
10 of basic human rights, and access to other basic human rights, is of such force as to
11 displace any presumption against extraterritorial application. The United States
12 would be touched and concerned, and as a nation of justice, would want to see
13 whether its U.S. Corporation, obligated to not only obey U.S. laws, but the laws of
14 nations, international treaties, may be found liable for their actions emanating in the
15 U.S., even though the injuries may occur thousands of miles away.

16 92. The conduct of defendant, engaging in actions in the U.S. by making
17 decisions from Arlington, VA headquarters that cause violations of plaintiffs' human
18 rights to energy and access to other fundamental human rights of plaintiffs such as
19 right to social order, right to rest and leisure, freedom from interference with
20 privacy, right to life, liberty, security, all at grave peril by defendant actions, is of the
21 type that may have serious consequences in international affairs. If U.S. foreign
22 corporations can contract to provide fundamental and essential services to a
23 population in a third World Country, and then deliver them in the most
24 dehumanizing, degrading, cruel, fatal, and unjust ways possible, also in violation of
25 their convention with the government, all the while skimming money from the
26 impoverished population, and returning the money to their U.S. banks, with
27 impunity and without a venue to be held accountable for their actions, then other

1 nations may follow suit, and we may find ourselves in a world, as famously ordained
 2 by English philosopher Thomas Hobbes, where “life is brutish, short, and nasty.” In
 3 keeping with the history of the ATS, legislative intent, this case is exactly of the type
 4 the ATS sought to remedy.

5
 6 **FIRST CLAIM FOR RELIEF: CRUEL, INHUMAN, OR DEGRADING**
 7 **TREATMENT**

8 **(Claim by all Plaintiffs against all Defendants)**
 9

10 93. The allegations set forth in paragraphs 1 through 91 of the Second
 11 Amended Complaint are realleged and incorporated by reference as if fully set forth
 12 herein.

13 94. The wrongful acts described herein had the intent and the effect
 14 seriously injuring all Plaintiffs including grossly humiliating and debasing them,
 15 forcing them to live in an environment against their will and conscience, inciting
 16 fear and anguish, and/or breaking Plaintiffs’ physical and moral resistance.

17 95. The acts described herein constitute cruel, inhuman or degrading
 18 treatment in violation of the Alien Tort Claims Act, customary international law, the
 19 common law of the United States, and the international treaties, agreements,
 20 conventions and resolutions.

21 96. Defendants’ acts alleged herein caused Plaintiffs to be placed in great
 22 fear for their lives and forced them to suffer severe physical and psychological abuse
 23 and agony.

24 97. Defendants knowingly committed, commanded, directed, and/or
 25 participated in these acts, and did not act to prevent or punish these violations of
 26 human rights as embodied in international and domestic law.

1 98. As a result of Defendants acts, Plaintiffs suffered severe physical and
2 mental pain and suffering and sustained material, physical, and emotional damage,
3 and are entitled to compensatory damages, the exact amount to be proven at trial.

4 99. Defendants' acts of cruel, inhuman, or degrading treatment against
5 Plaintiffs were/are willful, intentional, wanton, malicious, and oppressive and
6 warrant an award of punitive damages to Plaintiffs in an amount to be determined at
7 trial.

8
9 **SECOND CLAIM FOR RELIEF: BREACH OF THIRD PARTY CONTRACT**
10 **(Claim by all Plaintiffs against all Defendants)**

11
12 100. The allegations set forth in paragraphs 1 through 98 of this Complaint
13 are realleged and incorporated by reference as if fully set forth herein.

14 101. Plaintiffs are informed and believe and thereon allege that Defendants,
15 and each of them, entered into a written contract with Cameroon Government
16 pursuant to which the Defendants agreed to supply reliable power supply to
17 Cameroon country. This contract was entered into for the benefits of Cameroon
18 people, including Plaintiffs.

19 102. AES CORPORATION, upon information and belief, entered into a
20 contract with the Cameroon government about 12 years ago, in 2001, for the
21 privatization of electricity in Cameroon. The parties to this contract, AES
22 CORPORATION and the Cameroon government intended to benefit consumers of
23 electrical power in Cameroon in general, of which plaintiffs form the group. AES
24 CORPORATION and the government of Cameroon know who it is the populations
25 that are third party beneficiaries of their contract as it calls for the provision, supply,
26 distribution of such electrical power to persons and businesses operating in
27 Cameroon. Plaintiffs do not have a copy of this convention or contract between the

1 AES CORPORATION and the Cameroon government as its attempts to obtain any
 2 and all such documentation have been met with stiff resistance and non-responses.
 3 However, neither party can in good faith deny the existence of such a contract. In
 4 fact, even by conduct, the contract exists as AES CORPORATION was engaged for
 5 over a decade with the provision, supply, and distribution of electrical power in
 6 Cameroon.

7 103. AES CORPORATION and their utility businesses are supposed to meet
 8 certain reliability standards, such as duration and frequency of outages. The
 9 standards are implicit and the utility must operate to meet customer expectations.¹⁵
 10 AES CORPORATION has failed to maintain the standards as it has claimed.

11 104. Plaintiffs are informed and believe and based thereon allege that
 12 Defendants breached said contract in that they failed to supply reliable power supply
 13 to Cameroon, and there are frequent power failure in the Cameroon.

14 105. Plaintiffs are informed and believe and thereon allege that, as a direct
 15 and proximate result of the power outage, refrigeration units, cooler, machinery,
 16 tools, etc. used for construction work, storing seafood, etc., do not work and resulted
 17 economic losses. Breach of contracts by Defendants, and each of them, Plaintiffs
 18 suffer damages to the amount presently unknown but will be established at the time
 19 of trial, according to proof.

20 106. Plaintiffs are informed and believe and thereon allege that, as a further
 21 direct and proximate result of the uncontrolled high voltage and frequent voltage
 22 fluctuations, electric and electronic appliances suffer damages, and are also the main
 23

24 ¹⁵ See, Form 10-K, Page 7, filed with United States Securities And Exchange Commission; our
 25 utility businesses must meet certain reliability standards, such as duration and frequency of
 26 outages. Those standards may be specific with incentives or penalties for performance against
 these standards. In other cases, the standards are implicit and the utility must operate to meet
 customer expectations.

27 Source: [http://phx.corporate-](http://phx.corporate-ir.net/External.File?item=UGFyZW50SUQ9MTczNjUyfENoaWxkSUQ9LTF8VHlwZT0z&t=1)
 28 [ir.net/External.File?item=UGFyZW50SUQ9MTczNjUyfENoaWxkSUQ9LTF8VHlwZT0z&t=1](http://phx.corporate-ir.net/External.File?item=UGFyZW50SUQ9MTczNjUyfENoaWxkSUQ9LTF8VHlwZT0z&t=1)

1 cause for fire accidents at homes and business places. Defendants are obligated to
2 provide the controlled electric supply to the Plaintiffs. As a result of the breach of
3 contract by the Defendants, and each of them, Plaintiffs suffer damages to the
4 amount presently unknown but will be established at the time of trial, according to
5 proof.

6 107. Plaintiffs are informed and believe and thereon allege that, as a direct
7 and proximate result of the foregoing breach of contract, and the actions and/or
8 omissions of the Defendants, and each of them, Plaintiffs have sustained general,
9 special, consequential and incidental damages in an amount presently unknown, in
10 that Plaintiff will be required to perform works on the power voltage control and
11 continuous and reliable power supply to prevent further damage. Plaintiffs will
12 establish the precise amount of damages at trial, according to proof.

13 108. Plaintiffs are informed and believe and thereon allege that, as a further
14 direct and proximate result of the breach of contracts by Defendants, and each of
15 them, business groups of Cameroon have sustained damages because of non
16 performance of their projects in time and residents of Cameroon have sustained loss
17 of use and enjoyment of their dwelling units in an amount presently unknown but
18 will be established at the time of trial, according to proof.

19
20 **THIRD CLAIM FOR RELIEF: WRONGFUL DEATH**

21 **(Plaintiffs, Nyah Tchami William, Nana Bamen Ngnangna Eugenie; Mendefo**
22 **Youmeni Jean Jules; Madame Mendefo Fridoline's claim against all**
23 **Defendants)**

24 109. Plaintiffs reallege and incorporate by reference the allegations set forth
25 in paragraphs 1 through 107 as if fully set forth herein.

110. As a direct result of Defendants' acts and/or omissions, and as a result of the aforementioned deaths, Plaintiffs have sustained pecuniary loss resulting from loss of society, comfort, attention, services, and support of decedents.

111. As a direct result of Defendants' acts and omissions, and as a result of the aforementioned deaths, Plaintiffs' have sustained pecuniary loss resulting from loss of society, comfort, attention, services and support of decedents.

112. Each Defendant is liable for said conduct in that it requested, paid, confirmed, and ratified which caused the wrongful deaths described above.

**FOURTH CLAIM FOR RELIEF: INTENTIONAL INFLECTION OF
EMOTIONAL DISTRESS**

(Claim by all Plaintiffs against all Defendants)

113. The allegations set forth in paragraphs 1 through 111 of this Complaint are realleged and incorporated by reference as if fully set forth herein.

114. The acts described herein constitute outrageous conduct against Plaintiffs that was unprotected and without privilege.

115. Defendants intended to cause Plaintiffs to suffer emotional distress; engaged in the conduct with reckless disregard of the probability that its conduct would cause Plaintiffs to suffer emotional distress; Plaintiffs were present at the time the outrageous conduct occurred and Defendants knew that Plaintiffs were present.

116. Plaintiffs suffered severe emotional distress, which was caused by Defendants' outrageous conduct as alleged herein.

117. Defendants' outrageous conduct constitutes the intentional infliction of emotional distress and is actionable under the Federal statutes.

**FIFTH CLAIM FOR RELIEF: NEGLIGENT INFLICTION OF
EMOTIONAL DISTRESS**

(Claim by all Plaintiffs against all Defendants)

118. The allegations set forth in paragraphs 1 through 116 of this Complaint are realleged and incorporated by reference as if fully set forth herein.

119. At all relevant times, Defendants owed Plaintiffs a duty to act with reasonable care, and/or injury to Plaintiffs was reasonably foreseeable.

120. At all relevant times, Defendants had the power, ability, authority and duty to stop engaging in the wrongful conduct described herein and to intervene to prevent or prohibit such conduct.

121. At all relevant times, Defendants knew, or reasonably should have known, that the conduct described herein would and did proximately result in physical and emotional distress to Plaintiffs.

122. Despite said knowledge, power, and duty, Defendants breached their duty to Plaintiffs and negligently failed to act so as to stop engaging in the conduct described herein and to prevent or to prohibit such conduct or to otherwise protect Plaintiffs. To the extent that said negligent conduct was perpetrated by Defendants' officials, Defendants confirmed, ratified and participated in said conduct with the knowledge that Plaintiffs' emotional and physical distress would thereby increase and with a wanton and reckless disregard for the deleterious consequences to Plaintiffs.

123. As a direct and legal result of Defendants' wrongful acts, Plaintiffs have suffered and will continue to suffer significant physical injury, pain and suffering and extreme and severe mental anguish and emotional distress.

124. Defendants' conduct constitutes the negligent infliction of emotional distress and is actionable under the Federal statutes.

SIXTH CLAIM FOR RELIEF: NEGLIGENCE/NEGLIGENCE PER SE
(Claim by all Plaintiffs against all Defendants)

125. The allegations set forth in paragraphs 1 through 123 of this Complaint are realleged and incorporated by reference as if fully set forth herein.

126. Defendants' conduct constitutes negligence in that Defendants owed Plaintiffs and decedents a duty to act with reasonable care not to injure them, 2) they breached that duty, 3) it was reasonably foreseeable that Defendants' negligence would cause injury, damage, loss, or harm to Plaintiffs and their next of kin.

127. Despite having the duty to do so, defendants failed to use ordinary or reasonable care in order to avoid injury to Plaintiffs, including but not limited to through its negligent hiring, training, supervision and/or retention of the Defendants' officials/employees. Defendants' negligence was a cause of injury, damage, loss or harm to Plaintiffs.

128. Defendants' conduct constitutes negligence *per se*, because the uncontrolled and unreliable power supply to the dwellings and business units in Cameroon caused deaths, injuries and damages, which violated numerous Federal statutes.

129. As a result of these acts, Plaintiffs suffered and continue to suffer harm including, but not limited to, severe emotional distress. Defendants' conduct constitutes negligence and is actionable under the Federal statutes, and customary international law.

SEVENTH CLAIM FOR RELIEF: CIVIL CONSPIRACY
(Claim by all Plaintiffs against all Defendants)

130. The allegations set forth in paragraphs 1 through 128 of this Complaint are realleged and incorporated by reference as if fully set forth herein.

131. In 2002, Defendants knowingly and willfully conspired and agreed among themselves to engage in supplying unreliable electric power in Cameroon, in violation of the rights of the Plaintiffs.

132. Defendants did the acts and things alleged pursuant to, and in furtherance of, the conspiracy and the above-alleged agreement.

133. Defendants furthered the conspiracy by participation with and/or lent aid and encouragement to or ratified and adopted the acts of the AES SONEL engaged in supplying electric power in Cameroon.

134. As a proximate result of the wrongful acts herein alleged, Plaintiffs have been generally and specially damaged in the loss of life and physical and emotional injuries as alleged above and according to proof.

135. Defendants' conduct constitutes civil conspiracy and is actionable under the Federal statute.

EIGHTH CLAIM FOR RELIEF: LOSS OF CONSORTIUM

(Plaintiffs, Nyah Tchami William, Nana Bamen Ngnangna Eugenie; Mendefo Youmeni Jean Jules; Madame Mendefo Fridoline's claim against all Defendants)

136. The allegations set forth in paragraphs 1 through 134 of this Complaint are realleged and incorporated by reference as if fully set forth herein.

137. At all times prior to their deaths, the decedents noted above were faithful, loving and dutiful children to the Plaintiffs who are their parents.

138. As a result of the acts of Defendants, those Plaintiffs who are the parents of the decedents have been deprived of the decedents' society, comfort, attention, services and support, all to their damage, in an amount to be proved at

1 trial. In addition, those Plaintiffs have suffered and incurred the expenses of funeral
2 and burial for the decedents, in an amount to be proved at trial.

3 139. Defendants' conduct caused plaintiffs to suffer loss of consortium and
4 is actionable under the Federal statutes.

5
6 **NINTH CLAIM FOR RELIEF: NEGLIGENT MISREPRESENTATION**

7 **(Claim by all Plaintiffs against all Defendants)**
8

9 140. The allegations set forth in paragraphs 1 through 138 of this Complaint
10 are realleged and incorporated by reference as if fully set forth herein.

11 141. Defendants have engaged in submitting inaccurate bills to Plaintiffs,
12 making false and misleading statements and comments about the state of electrical
13 power supply, the nature of their investments in electrical or power infrastructure in
14 Cameroon, the provision, supply, and distribution of this electrical power to
15 Plaintiffs, and their bias and relationship with partners such as Alucam. In 2010,
16 Defendants upped the prices of electrical consumption and failed to provide notices
17 to consumers about the exact nature of the higher prices or accurate numbers
18 regarding the higher bill amounts.

19 142. Defendants have claimed to offer mobile bill payment services to
20 Plaintiffs, customer service centers, new power grids, consistent and reliable supply
21 of electrical power, stable (no fluctuation) voltage. These were inaccurate
22 statements. These statements were made on or after August 1, 2012 with regards to
23 Mobile bill pay. Further, Defendants alleged a \$58 million effort to improve
24 drought-affected electrical supply in Cameroon. Based on information and belief of
25 plaintiffs, these numbers are inaccurate and little or no improvement was done.

26 143. Defendants have also claimed, throughout the years, in filings, press
27 releases, statements, interviews, of major successes in the provision, supply and
28

1 distribution of electrical power to Plaintiffs. In truth, however, electrical supply in
2 Cameroon is erratic, fatal, and sporadic, with extremely poor customer service, lack
3 of adequate infrastructure investment and development, and overbilling of
4 consumers.

5 144. Defendants should have known that these statements were false,
6 misleading, would induce justifiable reliance by Plaintiffs.

7
8 **TENTH CLAIM FOR RELIEF: INTENTIONAL MISREPRESENTATION**

9 **(Claim by all Plaintiffs against all Defendants)**

10
11 145. The allegations set forth in paragraphs 1 through 143 of this Complaint
12 are realleged and incorporated by reference as if fully set forth herein.

13 146. Defendants have engaged in submitting inaccurate bills to Plaintiffs,
14 making false and misleading statements and comments about the state of electrical
15 power supply, the nature of their investments in electrical or power infrastructure in
16 Cameroon, the provision, supply, and distribution of this electrical power to
17 Plaintiffs, and their bias and relationship with partners such as Alucam. In 2010,
18 Defendants upped the prices of electrical consumption and failed to provide notices
19 to consumers about the exact nature of the higher prices or accurate numbers
20 regarding the higher bill amounts.

21 147. Defendants have claimed to offer mobile bill payment services to
22 Plaintiffs, customer service centers, new power grids, consistent and reliable supply
23 of electrical power, stable (no fluctuation) voltage. These were inaccurate
24 statements. These statements were made on or after August 1, 2012 with regards to
25 Mobile bill pay. Further, Defendants alleged a \$58 million effort to improve
26 drought-affected electrical supply in Cameroon. Based on information and belief of
27 Plaintiffs, these numbers are inaccurate and little or no improvement was done.

148. Defendants have also claimed, throughout the years, in filings, press releases, statements, interviews, of major successes in the provision, supply and distribution of electrical power to Plaintiffs. In truth, however, electrical supply in Cameroon is erratic, fatal, and sporadic, with extremely poor customer service, lack of adequate infrastructure investment and development, and overbilling of consumers.

149. Defendants knew the above statements to be false or misleading or inaccurate.

DEMAND FOR JURY TRIAL

1. Plaintiffs demand a trial by jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request the Court to:

a. enter judgment in favor of:

(i) Plaintiffs, Nyah Tchami William; Nana Bamen Ngnangna Eugenie; Mendefo Youmeni Jean Jules; Madame Mendefo Fridoline, and on all counts of the Complaint for Plaintiffs' damages in excess of twenty five million dollars (\$25,000,000.00).

(ii) Plaintiffs, Kamga Justin; Motsebo; Fowouo Richard; John 1 Doe, Jane 1 Doe: People of Jakiri Sub-Division; John 2 Doe, Jane 2 Doe: Inhabitants of Yaounde; John 3 Doe, Jane 3 Doe: Inhabitants of Ngoa-Ekelle; and John 4 Doe, Jane 4 Doe: Inhabitants of Bamenda, on all counts, except count 3rd and

1 8th, of the Complaint for Plaintiffs' damages in excess of
2 twenty-five million dollars (\$25,000,000.00).

3 (iii) Plaintiffs, Business Group 1: Association of Fisherman;
4 Business Group 2: Association of Merchants in Electrical
5 Goods; Business Group 3: Association of Construction
6 workers; Business Group 4: Association of Milk Factories;
7 and Business Group 5: Association of Food Market, on all
8 counts, except count 3rd and 8th, of the Complaint for
9 Plaintiffs' damages in excess of twenty-five million dollars
10 (\$25,000,000.00).
11

- 12 b. Award the Plaintiffs compensatory and punitive damages
13 \$50,000,000;
14
15 c. Grant the Plaintiffs equitable relief including, but not limited to, an
16 injunction prohibiting further damage to their persons, and their
17 rights under the federal statutes and customary international law;
18
19 d. Award Plaintiffs the costs of suit including reasonable attorneys
20 fees;
21
22 e. Enter a judgment in favor of Plaintiff and order Defendants for
23 specific performance of the contract with the government of
24 Cameroon; and
25
26
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1 f. Award Plaintiffs such other and further relief as the Court deems just
2 and equitable under the circumstances.
3

4 Date: March 10, 2014

Respectfully Submitted,

EMMANUEL NSAHLAI

6
7 By: 

NSAHLAI LAW FIRM

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on March 10, 2014 , I directed that the foregoing document be electronically filed with the Clerk of the Court by using the CM/ECF system, which will then send a notification of such filing (NEF) to the following:

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By: _____

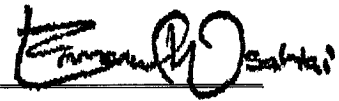


Exhibit “A”
(Photographs)











